

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LIVE PRIMARY, LLC,

Debtor.

Chapter 11

Case No. 20-11612 (MG)

**ORDER FURTHER EXTENDING (I) EXCLUSIVITY PERIOD AND
(II) TIME WITHIN WHICH TO ASSUME UNEXPIRED LEASE
OF NON-RESIDENTIAL REAL PROPERTY**

Upon the motion dated April 5, 2021 (the “Motion”) of Live Primary, LLC, the above-captioned debtor and debtor in possession (the “Debtor”), for entry of an order (i) further extending for ninety (90) days, through and including August 5, 2021 (a) the exclusive period within which it must have the *Debtor’s Plan of Reorganization* (ECF Doc. # 71), as modified by any amendment and/or supplement thereto (the “Plan”), accepted, and (b) the time within which debtor may assume unexpired lease of non-residential real property; and (ii) granting such other and further relief as the Court deems just and proper, and the Court having jurisdiction to consider and determine the Motion as a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334; and venue of this proceeding being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given; and it appearing that no other or further notice need be given; and any objection to the granting of the relief requested by the Motion having been resolved or overruled, and upon the record of the hearing held before the Court on the Motion on May 3, 2021; and the Court having determined that the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief, and after due deliberation and sufficient cause appearing to me therefor, it is hereby

ORDERED, that the Motion be, and hereby is, **GRANTED** to the extent set forth herein; and it is further

ORDERED, that pursuant to 11 U.S.C. § 1121(d), the Debtor's exclusive period to solicit and obtain acceptances with respect to the Plan is hereby extended by ninety (90) days, through and including August 5, 2021; and it is further

ORDERED, that pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtor may assume or reject the Lease be, and it hereby is, extended through and including August 5, 2021; and it is further

ORDERED, that the "No Objection" of the Landlord, as defined in the Motion, as indicated by the signature of its counsel below, constitutes "prior written consent of the lessor," as required by 11 U.S.C. § 365(d)(4)(B)(ii), and that no further consent of the Landlord shall be required for the purpose of granting the Extension; and it is further

ORDERED, that the extensions granted hereby are without prejudice to such other and further requests for extensions that the Debtor may make; and it is further

ORDERED, that the Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order; and it is further

ORDERED, that notice of the Motion is and was good, adequate, and timely and no other or further notice of the Motion is necessary or required; and it is further

ORDERED, that notwithstanding any applicability of Rule 6004 of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order, shall be immediately enforceable; and it is further

ORDERED, that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

IT IS SO ORDERED.

Dated: May 4, 2021
New York, New York

/s/ **Martin Glenn**
MARTIN GLENN
United States Bankruptcy Judge

NO OBJECTION:

Itkowitz PLLC
Attorneys for Broadway 26 Waterview, LLC

By: /s/ Jay B. Itkowitz
Jay B. Itkowitz, Esq.,
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